

Housing Act 1988 Section 6(2)

Notice Proposing Different Terms for Statutory Periodic Tenancy

- This Notice proposes changes to the terms of the statutory period tenancy. If you wish to refer it to a rent assessment committee you must keep to the time limit set out in paragraph 2 below
- Please read this notice very carefully as it may alter the terms of the statutory periodic tenancy which arises when a fixed term assured tenancy runs out. It may also be used when a fixed term assured agricultural occupancy ends.
- It can be used by either a landlord or a tenant
- This Notice must be served no later than the first anniversary of the day the former fixed term tenancy or occupancy ended.
- Do not use this Notice if you are a landlord only proposing an increase in rent (use SWLA form 12)
- If you need help or advice about this Notice and what you should do about it, take it immediately to any of the following:
 - A Citizens' Advice Bureau
 - A Housing Aid Centre
 - A Law Centre or a Solicitor

1 TO:

Name(s) of Landlord(s) or Tenant(s)

of:

Address of Premises

2 This is to give Notice that I/we propose different terms of the statutory periodic tenancy from those in the fixed term tenancy which has now ended to take effect from (Date).....

This date must be at least three months after this Notice is served

- If you agree with the new terms and rent proposed, do nothing. They will become the terms of your tenancy agreement on the date specified in Paragraph 2
- If you do not agree with the proposed terms and any adjustment of the rent (see Paragraph 4) and you are unable to reach agreement with your landlord/tenant, or you do not wish to discuss it with him, you may refer the matter directly to your local rent assessment committee **within three months of the date on which the notice was served**, using a special form.
- The committee will determine the proposed changes in the terms of the tenancy or some other different terms covering the same points and the appropriate level of rent, if this applies.

3 Changes to the terms

a) The provisions of the tenancy to be changed are:
Please *attach relevant sections of the agreement if available*

b) The proposed changes are:
(Continue on a separate sheet if necessary)

4 *Changes to the rent, if applicable:

The existing rent is:
This includes Council Tax*

£
per

The new rent which takes into account the Proposed changes in the terms of the tenancy will be:
This includes Council Tax*

£
per

- Changes to the rent are optional. A proposal to adjust the rent to take account of the proposed new terms at Paragraph 3 may be made if either the landlord or the tenant considers it appropriate
- * Cross out if this does not apply

To be signed by the landlord or his agent (someone acting for him) or the tenant or his agent. If there are joint landlords or joint tenants each landlord/tenant or the agent must sign unless one signs on behalf of the rest with their agreement.

Signed

Date

Name(s) of landlord(s)/tenant(s)

Address and telephone number of landlord(s)/tenant(s)

*If signed by agent
Name, address and telephone number of agent:*